

November 16, 2018

#### SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 19-016CA

The City of Corona Department of Water and Power (City) invites qualified proposals for:

## **On-Call Engineering and Professional Services Contracts**

Parties interested in obtaining a copy of this RFP No. 19-016CA may do so by downloading at no cost from the City's website: <a href="https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4">https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4</a> or emailing their request to <a href="mailto:carolyn.appelt@coronaca.gov">carolyn.appelt@coronaca.gov</a>, and CC <a href="mailto:holli.clear@coronaca.gov">holli.clear@coronaca.gov</a>, attention Carol Appelt. Please include the following information in your request: name and address of firm; name, telephone and email address of contact person; specify RFP No. 19-016CA.

Copies of the RFP may also be obtained by calling (951) 279-3620, or in person at the City of Corona Administrative Services Department – Purchasing Division, 400 South Vicentia Ave., Suite 320, Corona, CA 92882.

Closing: Proposals shall be submitted at or before 2:00 p.m., December 20, 2018 at the City of Corona Administrative Services Department – Purchasing Division, 400 South Vicentia Ave., Suite 320, Corona, CA 92882. All proposals must be identified with the RFP number written on the outside of the envelope. Proposals received after the Closing will be returned unopened.

Certain categories of services under this RFP are subject to the payment of not less than prevailing wages pursuant to Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"). The Director of the Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Agreement which will be awarded to the successful consultant, copies of which are on file and will be made available to any interested party upon request from the City or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful consultant at the job site.

Pursuant to SB 854, which amended the Prevailing Wage Laws, certain categories of services are subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no consultant or subconsultant may be listed on a proposal for these contracts unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no consultant or subconsultant may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each consultant and

subconsultant must be identified on the consultant's proposal - failure to identify this number could result in the proposal being rejected as non-responsive. It is each Consultant's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

Issuance of this RFP and/or receipt of proposals does not commit City to award a contract.

Signed,

## Carol Appelt

Purchasing Specialist IV City of Corona | Administrative Services Department 400 S. Vicentia Ave., Suite 320 | Corona, CA 92882

Phone: (951) 279-3629 | Email: carolyn.appelt@coronaca.gov

Website: <a href="www.coronaca.gov">www.coronaca.gov</a>



November 19, 2018

## SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 19-016CA

## **SECTION I**

#### **INVITATION**

The City of Corona Department of Water and Power (City) invites proposals from qualified firms for:

## **On-Call Engineering and Professional Consulting Services**

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal to be considered responsive.

CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED.
REFERENCE INSURANCE REQUIREMENTS ACKNOWLEDGMENT FORM IN SECTION IV AND FORM OF AGREEMENT SAMPLE IN SECTION VII, SUBSECTION 3.2.10 INSURANCE, ET SEQ.

## Tentative RFP Schedule

(Subject to change at City's discretion)

1.	Issue RFP	November 19, 2018
2.	Advertise in Sentinel Weekly	November 16, 2018
3.	Written Questions from Consultants Due	December 6, 2018; 5:00 p.m.
4.	Responses from City Due	December 11, 2018
5.	Proposals Due (Date & Time)	December 20, 2018; 2:00 p.m.
6.	RFP Evaluation Completed	January 24, 2019
7.	Consultant Selection	January 31, 2019
8.	Council Approval	March 6, 2019
9.	Consultant Award	March 7, 2019

## **Table of Contents**

Section I Invitation, Tentative Schedule, Table of Contents

Section II RFP Instructions
Section III Evaluation Criteria
Section IV Scope of Work

Section V Proposal Content and Forms

Section VI Price Form

Section VII Form of Agreement Sample

#### **SECTION II.**

#### RFP INSTRUCTIONS

## A. Pre-Proposal Meeting

Not Applicable

## B. <u>Examination of Proposal Documents</u>

- 1. By submitting a proposal, consultants represent they have thoroughly examined and become familiar with the work required under this RFP and are capable of performing quality work to achieve the City's objectives.
- 2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.
- 3. Prior to submitting a proposal, consultant must fully inform himself of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at consultant's own risk and cannot secure relief on the plea of error.

#### C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

#### **D.** Clarifications

#### 1. Examination of Documents

Should a consultant require clarifications to this RFP, consultant shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and posted on the City of Corona Bid Opportunities webpage which can be accessed from the following link:

https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4

## 2. Submitting Requests

All questions, clarifications or comments shall be submitted via email to <a href="mailto:carolyn.appelt@coronaca.gov">carolyn.appelt@coronaca.gov</a>, and CC <a href="mailto:holli.clear@coronaca.gov">holli.clear@coronaca.gov</a> no later than 5:00 p.m., <a href="mailto:December 6">December 6</a>, <a href="mailto:2018">2018</a>. Inquiries received after this date and time will not be accepted. It is consultant's sole responsibility to call 951-279-3620 or email <a href="mailto:Carolyn.Appelt@coronaca.gov">Carolyn.Appelt@coronaca.gov</a> to ensure that all written questions, clarifications or comments were received by the City.

## 3. City Responses

- a. Responses from the City will be communicated in writing to all known recipients of this RFP, by way of addendum via email and posted on the Bid Opportunities webpage on the City of Corona website at <a href="https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4">https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4</a> no later than 72 hours prior to the proposal Due Date and Time. It is the sole responsibility of Consultants to ensure they have received all addenda prior to submitting a proposal.
- b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the proposal due date and time, the proposal due date will be extended.

## E. Submission of Proposals

#### 1. <u>Date and Time</u>

All proposals are to be submitted to the City of Corona Administrative Services Department, Purchasing Division, attention: Carol Appelt, no later than:

#### December 20, 2018, 2:00 p.m.

Proposals received after that date and time will be rejected by the City as non-responsive (NO EXCEPTIONS).

#### 2. Address

Proposals shall be addressed as follows:

City of Corona Administrative Services Department - Purchasing Division 400 South Vicentia Ave., Suite 320 Corona, CA 92882 Proposals may be delivered in person or by other delivery methods. It is the sole responsibility of consultants to ensure that their proposals are received at the time and place indicated in the RFP.

Late or misdirected proposals shall be rejected and unopened without exception. Postmarks are not accepted.

No oral or telephone proposals will be considered. No forms transmitted via the internet, e-mail, facsimile or any other electronic means will be considered unless specifically authorized by City as provided herein.

#### 3. Identification of Proposals

Consultant shall submit a proposal package consisting of:

- a) One (1) signed original and three (3) copies of its proposal; and
- b) One (1) computer disc (CD or DVD) or USB flash drive with digital files of items a) and b) above saved as portable document format (PDF) files.

The proposal package shall be addressed as shown above, bearing the Consultant's name and address and clearly marked as follows:

# RFP No. 19-016CA On-Call Engineering & Professional Consulting Services

## 4. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals received.
- b. The City reserves the right to withdraw this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

#### F. Proposal Withdrawal

Prior to the proposal opening, a proposal may be withdrawn by the Consultant only by means of a written request signed by the Consultant or its properly authorized representative. Such request must be received by Carol Appelt. After that time, consultants may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful consultant(s) withdraw their proposal(s).

## **G.** Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the consultant in:

- 1. preparing its proposal in response to this RFP;
- 2. submitting the proposal to City;
- 3. negotiating with City any matter related to the proposal; or
- 4. any other expenses incurred by the consultant prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

## H. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

## I. <u>Contract Term</u>

The initial contract term will be for three years and shall be effective on or about July 1, 2019 through June 30, 2022 with one (1) optional three-year renewal period.

• Option 1, if exercised, shall be effective July 1, 2022 through June 30, 2025.

The City retains the right to exercise the optional renewal at its sole discretion. Actual option year pricing shall be negotiated with the successful Consultant prior to exercising the optional renewal. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order. Rates may be adjusted at the end of the initial three-year contract period. Rate increases shall not exceed the percentage of change in the United States Bureau of Labor Statistics (BLS) Consumer Price Index "All Urban Consumers for Los Angeles-Riverside-Orange County, California, (CPI-U)" not seasonally adjusted, for the most recent twelve months for which statistics are available.

Increases in labor costs subject to mandated prevailing wage or minimum wage increases during any contract extension term must be supported, at time of contract negotiation, with documentation from the appropriate entity enforcing the increase in labor costs. Consultants must provide labor cost increases to the City a minimum of thirty (30) days in advance of contract or amendment term end date.

## J. Acceptance of Order

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

## K. Vendor Performance

It is the intent of the City to create a long-term working partnership with the Consultant. The City's representative will be completing a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form can be reviewed in Section V. This type of form will be the basis for periodic assessments by the City to establish contract performance metrics.

## L. <u>City of Corona Business License</u>

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal, and business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

Inquiries regarding the City Business License may be answered by calling 951-736-2275 or by visiting the City's website: <a href="https://www.coronaca.gov/government/departments-divisions/finance/business-license-info">https://www.coronaca.gov/government/departments-divisions/finance/business-license-info</a>.

#### M. Prevailing Wage

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

## N. Special Provisions for Services

- 1. <u>Accessibility</u>. Consultant shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Consultant shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
- 2. <u>Authority of the City of Corona</u>. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the consultant hereunder.

- 3. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The consultant shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the consultant for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
- 4. <u>Contract Incorporation</u>. This contract embodies the entire contract between the City and the Consultant. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Consultant's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.
- 5. <u>Rejection of Work</u>. Consultant agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

## 6. SB854 Notice Requirements.

a. Pursuant to SB 854, which amended the Prevailing Wage Laws, certain categories of services included in this RFP are subject to compliance monitoring and enforcement by the DIR. Where applicable, beginning March 1, 2015, with very limited exceptions no consultant or subconsultant may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no consultant or subconsultant may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5.

The DIR registration number for each consultant and subconsultant must be identified on the consultant's proposal - failure to identify this number could result in the proposal being rejected as non-responsive. It is each consultant's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

7. Safety Requirements/Violations. Safety at the Project sites during performance of the work is of paramount concern to the City. Accordingly, consultants must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations. Consultants must identify the number of OSHA violations on the INDUSTRIAL SAFETY RECORD form. Any serious or willful violation will rend a proposal as non-responsive. We strongly encourage full disclosure since failure to identify all violations on the INDUSTRIAL SAFETY RECORD form may result in rejection of the proposal as non-responsive or the Consultant as non-responsible following a hearing. A citation

properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the consultant, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the proposal as non-responsive.

## O. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City of Corona will use its best efforts to inform proposer of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer's proposal marked "Confidential", "Proprietary", or "Trade Secret", proposer shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, proposers are instructed to enclose all "Confidential", "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are <u>not</u> contained in envelopes and prominently marked.

#### P. Negative History

Consultant must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose the firm must affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

#### **SECTION III.**

#### **EVALUATION AND AWARD**

The City is soliciting consultants who have established knowledge and expertise in all aspects of the services requested in this RFP.

- 1. Submit documentation of similar experience and professional competence within the last five (5) years providing the same or similar services requested in this RFP. Provide up to five examples with a brief description of each effort, including the dates during which the work was performed and the firm's role in the work (engineering, design, construction management, surveying, construction inspection, materials testing, prime consultant, subconsultant, etc.). Identify the key team members and describe their roles during the projects listed. Include the name, title, and phone number of the agency contact person for each project or type of professional services listed.
- 2. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
- 3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
- 4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
- 5. Have the administrative and fiscal capability to provide and manage the proposed services.
- 6. Have not committed any serious violations within the last two (2) years or any willful violations of federal or state OSHA regulations within the last five (years). Refer to Section V. Proposal Content and Forms, subsection E. Safety Requirements.

#### A. EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposals determined to not meet one or more material RFP requirements may be excluded. The minimum selection criteria will include:

#### 1. Qualifications of Firm - 10%

- Strength and stability of the firm;
- Technical competence and experience of firm and sub-consultants in general providing similar services; and
- Adequacy of staff to provide required services.

#### 2. Qualifications of Personnel - 30%

- Qualifications, education, technical competence, and experience of staff;
   and
- Key personnel's anticipated level of involvement in performing related work. Provide a Consultant team organization diagram, including the main contact person for the contract and sub-consultants. Identify the geographic

location of the firm, each team member, and each sub-consultant. Describe the qualifications and experience of each of the proposed Consultant team members, including sub-consultants. Identify key areas of expertise of each team member, including sub-consultants, as well as their anticipated level of participation for the proposed type of service. Describe the anticipated level of participation as primary or supportive. The City desires to know who would be reasonably expected to perform the bulk of the work on a project, and who would perform primarily oversight, QA/QC, and other supportive roles.

## 3. Related Experience - 30%

- Experience in providing services similar to those requested herein;
- Experience working with public agencies; and
- Assessment by client references.

#### 4. Completeness of Response - 10%

- Completeness of response in accordance with RFP instructions;
- Exceptions to or deviations from the RFP requirements; and
- Inclusion of required licenses and certifications.

#### 5. Feasibility of Oversight – 10%

Proximity and accessibility to City staff and project sites, ability to respond to City requests.

#### 6. Reasonableness of Cost and Price - 10%

Reasonableness of the individual firm hourly rates, and competitiveness of quoted rates with other proposals received. Provide adequacy of the data in support of figures quoted. Value will be judged based on reasonableness of the Consultant's hourly rates required to perform the work in relation to the scope of work, technical expertise, experience in responsible charge of projects, and experience with using the systems and methods utilized by the City.

#### B. EVALUATION PROCEDURE

The City's evaluation committee will evaluate all proposals received in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

- 1. generate a "short list" and conduct interviews with the top candidates;
- 2. conduct on-site visits and/or tours of the candidates' places of business;
- 3. conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without consultant visits, interviews, or further discussions or negotiations.

## C. AWARD

On the basis of evaluation criteria so stated in the Request for Proposal and all information developed in the selection process to this point, the City will select firms whose professional qualifications and proposed services are deemed to meet the requirements of the RFP.

City staff will select consultant(s) best meeting the above-specified criteria and submit a recommendation to City Council for consideration and selection. It is anticipated that four to six contracts will be awarded per category with the highest-ranking firms being selected. However, the City reserves the right to consider the overall distribution of contracts and may award agreements as it deems necessary to achieve balance, regardless of the assigned rank.

The City anticipates making final selections and awards on or about March 6, 2019.

Negotiations may or may not be conducted with consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any consultant.

## **SECTION IV.**

#### **SCOPE OF WORK**

The City endeavors to retain highly qualified Professional Services Consultants to provide various services. This Scope of Work is comprised of twenty-five (25) disciplines. Consultants are invited to respond to one or any combination of following disciplines that are within their area(s) of expertise. A separate submittal package is required for each discipline category. Consultants must list similar projects successfully completed within the last five (5) years providing the same or similar services requested in this RFP. Consultants should have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs. Consultant should have excellent interpersonal communication skills and the ability to interact with various people during the course of a project, as well as have the administrative and fiscal capability to provide and manage the proposed services.

#### **SB 854 Requirements**

Pursuant to SB 854, which amended the Prevailing Wage Laws, certain categories of services are subject to compliance monitoring and enforcement by the DIR. Where applicable, beginning March 1, 2015, with very limited exceptions no consultant or subconsultant may be listed on a proposal for these contracts unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no consultant or subcontractor may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725.5.

The DIR registration number for each consultant and subconsultant must be identified on the consultant's proposal - failure to identify this number could result in the proposal being rejected as non-responsive. It is each consultant's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

#### **Insurance Requirements**

Within ten (10) consecutive calendar days after the notice of award, the Consultant to whom a contract is awarded from this request for proposals shall furnish the City with the certificates of insurance evidencing coverage as specified in Section VII, Form of Agreement, Section 3.2.10 Insurance, et seq. and naming the City of Corona, it directors, officials, employees, volunteers and agents as additional insureds by written endorsement. Failure to do so may, in the sole discretion of the City, result in the forfeiture of the Contract Award.

The City's insurance requirements have been updated. Consultants are encouraged to have their insurance provider(s) review the insurance requirements, pursuant to the Form of Agreement, to ensure the revised minimum coverage limits, endorsements and other requirements can be met.

<u>Consultants shall review, complete and sign the Acknowledgment of Insurance</u> Requirements Check Sheet included in Section V and return with their proposal. Any exceptions or deviations to the City's insurance requirements must be submitted to the City during the Question and Answer period. Consultants are cautioned that exceptions or deviations from the RFP insurance requirements may cause their proposal to be rejected as non-responsive.

The City anticipates that this RFP will result in multiple awards of annual contracts within each discipline for one (1) three-year period. As such, the City will solicit competitive proposals from contracted consultants for specific projects and services throughout the term of the annual contract(s). Contracted consultants shall be required to submit their competitive project proposals within the submittal deadline period required in each project solicitation. Such time requirement will generally range from 48 hours to 10 working days, depending on the requirements of the City and the complexity of the project. Upon award of specific project work, the selected consultant shall begin the work no later than the date required in the notification of project award. Such time requirement will generally range from 48 hours to 5 working days, depending on the requirements of the City and the complexity of the project. By submitting a proposal to this RFP No. DWP 19-016CA, consultant agrees to abide by any proposal or work deadlines required by the City, and consultants agree that failure to meet such deadlines, or failure to respond to project solicitations, may result in termination of consultant's contract.

The City reserves the right, at the City's sole discretion, to negotiate with each contracted consultant for the renewal of awarded contracts, for up to one (1) additional three-year period ("Option Year Renewal"). Rates and reimbursements shall be negotiated prior to such Option Year Renewal and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles-Riverside-Orange County, California, (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available.

The consultant shall provide professional services in support of Categories A through Y described below. The design-related services shall include preparation of project specific plans and specifications, including calculations signed and stamped by a professional engineer registered in the State of California with specific experience in the design and construction of subject facilities. Under the supervision of said engineer, the consultant shall perform or cause to be performed by others, all necessary services to prepare a complete set of biddable construction documents (following all applicable City of Corona standards, requirements and specifications). The consultant's services shall include the following project management assistance in support of the categories listed below:

- Provide project management and coordination with City staff. Prepare and provide project status updates including updates to scope status, schedule and cost.
- Perform Quality Assurance/Quality Control (QA/QC).
- Prepare and perform presentations to City staff, the public and other stakeholders.
- Prepare and attend project coordination meetings with City staff and other permitting agencies.
- Prepare cost estimates and project schedules.
- Prepare meeting agenda and minutes.

Support services typically needed by the City for each design-related Category include, but are not limited to, the following list:

## A. Potable and Reclaimed Water Pipelines

- 1. Establish pipeline size requirements and limits with City staff. Submit hydraulic calculations signed and stamped by the engineer.
- 2. Conduct preliminary alignment evaluations and recommend preferred alignment(s).
- 3. Provide topographical and field surveying to establish base topographical mapping.
- 4. Research and add to base mapping all property ownership information including public right-of-way (ROW), utility easements, private property limits, temporary construction easements, etc. as they relate to the proposed pipeline facilities. Research all proposed ROW improvements and show future ROW limits, if any.
- 5. Prepare plats and legal descriptions for property or easement acquisition.
- 6. Research and add to base mapping all existing utility information, including franchise utilities, along the proposed alignment including owner, type, size, material, location, future facilities, etc.
- 7. Conduct site and field investigations to verify locations of existing and proposed facilities.
- 8. Utility and agency coordination.
- 9. Environmental and other regulatory permitting requirements.
- 10. Geotechnical investigation and reporting specific to the proposed pipeline facilities.
- 11. Provide corrosion protection recommendations and design.
- 12. Develop typical cross-sections detailing horizontal and vertical locations of the proposed pipeline alignment; include limits of ROW (existing and future), California Department of Public Health (CDPH) and other separation requirements, pavement limits, surface improvements, traffic striping, travel lane limits, existing and other proposed utilities, existing and proposed easements, etc.
- 13. Develop and execute potholing plan specific to the project.
- 14. Select pipe material, class or thickness, linings and coatings, joint design, and determine thrust restraint, bedding and compaction requirements, etc.
- 15. Determine location, type and sizing of blow offs, air valves, isolation valves and other appurtenances.
- 16. Develop project specific details and specifications for all points of connection including dimensional, material, transition, and corrosion protection requirements, and phasing and/or shutdown requirements.
- 17. Determine, specify and detail limits of abandonment and removal of existing pipeline and other facilities.
- 18. Provide materials and methods technical specifications.
- 19. Prepare construction cost estimates.
- 20. Provide bidding and construction support services.
- 21. Submit plans and specifications from preliminary to final design, including plan and profile sheets, general sheets, title sheet, details, etc. for review and comment to the City.
- 22. Provide record drawings.

# B. Potable and Reclaimed Water Pump Stations, Well Equipping, Storage Facilities, and Pressure Regulating Facilities

- 1. Establish facility sizing requirements and limits with City staff. Submit hydraulic calculations including system curve development, pump selection, pipe and appurtenance sizing, tank floor and high-water elevations (etc.), and transient evaluation signed and stamped by the engineer.
- 2. Preliminary Design Report (PDR). Prepare a preliminary design report that includes all of the design assumptions, materials and evaluation of alternatives for the project in a costeffective manner. During the PDR development, the consultant shall keep City informed of the basic design decisions as they are made and shall seek the City's input. The consultant shall document all decisions in the report.
- 3. Structural, architectural, and landscape architectural design services.
- 4. Electrical and control services.
- 5. Perform preliminary siting, grading and alignment evaluations and recommend preferred sites and alignment(s).
- 6. Provide topographical and field surveying to establish base topographical mapping.
- 7. Research and add to base mapping all property ownership information including public right-of-way (ROW), utility easements, private property limits, temporary construction easements, etc. as they relate to the proposed facilities. Research all proposed ROW improvements and show future ROW limits, if any.
- 8. Prepare plats and legal descriptions for property or easement acquisition.
- 9. Research and add to base mapping all existing utility information, including franchise utilities, within the project area including owner, type, size, material, location, future facilities, etc.
- 10. Conduct site and field investigations to verify locations of existing and proposed facilities.
- 11. Utility and agency coordination.
- 12. Environmental and other regulatory permitting requirements.
- 13. Geotechnical investigation and reporting specific to the proposed facilities.
- 14. Provide corrosion protection recommendations and design.
- 15. Develop site plans, yard piping plans and sections, building layouts, mechanical plans and sections, tank plans and orientation drawings, and chemical storage and feed plans and sections.
- 16. Develop and execute potholing plan specific to the project.
- 17. Select pipe material, class or thickness, linings and coatings, joint design, and determine thrust restraint, bedding and compaction requirements, etc.
- 18. Select major equipment, pumps, drives, valves, etc.
- 19. Provide technical specifications for materials and methods.
- 20. Prepare construction cost estimates.
- 21. Provide bidding and construction support services.
- 22. Submit plans and specifications from preliminary to final, including demolition, grading, civil, mechanical, electrical and control, structural, architectural, landscaping, including plan and profile sheets, general sheets, title sheet, details, etc. for review and comment to the City.
- 23. Provide record drawings.

## C. Water Reclamation (Sewage) Collection Piping

- 1. Establish pipeline size requirements and limits with City staff. Submit hydraulic calculations signed and stamped by the engineer.
- 2. Conduct preliminary alignment evaluations and recommend preferred alignment(s).
- 3. Provide topographical and field surveying to establish base topographical mapping.
- 4. Research and add to base mapping all property ownership information including public right-of-way (ROW), utility easements, private property limits, temporary construction easements, etc. as they relate to the proposed pipeline facilities. Research all proposed ROW improvements and show future ROW limits, if any.
- 5. Prepare plats and legal descriptions for property or easement acquisition.
- 6. Research and add to base mapping all existing utility information, including franchise utilities, along the proposed alignment including owner, type, size, material, location, future facilities, etc.
- 7. Conduct site and field investigations to verify locations of existing and proposed facilities.
- 8. Utility and agency coordination.
- 9. Environmental and other regulatory permitting requirements.
- 10. Geotechnical investigation and reporting specific to the proposed pipeline facilities.
- 11. Provide corrosion protection recommendations and design.
- 12. Develop typical cross-sections detailing horizontal and vertical locations of the proposed pipeline alignment; include limits of ROW (existing and future), California Department of Public Health (CDPH) and other separation requirements, pavement limits, surface improvements, traffic striping, travel lane limits, existing and other proposed utilities, existing and proposed easements, etc.
- 13. Develop and execute potholing plan specific to the project.
- 14. Select pipe material, class or thickness, linings and coatings, joint design, bedding and compaction requirements, etc.
- 15. Determine location, type and sizing of manholes.
- 16. Develop project specific details and specifications for all points of connection including materials, transitions, phasing, and/or bypass requirements.
- 17. Determine, specify and detail limits of abandonment and removal of existing pipeline and other facilities.
- 18. Provide materials and methods technical specifications.
- 19. Prepare construction cost estimates.
- 20. Provide bidding and construction support services.
- 21. Submit plans and specifications from preliminary to final design, including plan and profile sheets, general sheets, title sheet, details, etc. for review and comment to the City.
- 22. Provide record drawings.

#### D. Water Reclamation (Sewage) Collection Lift Stations

- 1. Establish facility sizing requirements and limits with City staff. Submit hydraulic calculations including system curve development, pump selection, pipe and appurtenance sizing signed and stamped by the engineer.
- 2. Preliminary Design Report (PDR). Prepare a preliminary design report that includes all of the design assumptions, materials and evaluation of alternatives for the project in a cost-effective manner. During the PDR development, the consultant shall keep City informed of the basic design decisions as they are made and shall seek the City's input. The consultant shall document all decisions in the report.
- 3. Structural, architectural, and landscape architectural design services.
- 4. Electrical and control services.
- 5. Perform preliminary siting, grading and alignment evaluations and recommend preferred sites and alignment(s).
- 6. Provide topographical and field surveying to establish base topographical mapping.
- 7. Research and add to base mapping all property ownership information including public right-of-way (ROW), utility easements, private property limits, temporary construction easements, etc. as they relate to the proposed facilities. Research all proposed ROW improvements and show future ROW limits, if any.
- 8. Prepare plats and legal descriptions for property or easement acquisition.
- 9. Research and add to base mapping all existing utility information, including franchise utilities, within the project area including owner, type, size, material, location, future facilities, etc.
- 10. Conduct site and field investigations to verify locations of existing and proposed facilities.
- 11. Utility and agency coordination.
- 12. Environmental and other regulatory permitting requirements.
- 13. Geotechnical investigation and reporting specific to the proposed facilities and pipeline alignments.
- 14. Provide corrosion protection recommendations and design.
- 15. Develop typical cross-sections detailing horizontal and vertical locations of the proposed sewer and sewer force main alignment; include limits of ROW (existing and future), California Department of Public Health (CDPH) and other separation requirements, pavement limits, surface improvements, traffic striping, travel lane limits, existing and other proposed utilities, existing and proposed easements, etc.
- 16. Develop site plans, yard piping plans and sections, building layouts, mechanical plans and sections, wet well plans and orientation drawings, and chemical storage and feed plans and sections.
- 17. Conduct preliminary alignment evaluations and recommend preferred alignment(s) for sewer force mains.
- 18. Develop and execute potholing plan specific to the project.
- 19. Select pipe material, class or thickness, linings and coatings, joint design, and determine thrust restraint, bedding and compaction requirements, etc.
- 20. Develop project specific details and specifications for all points of connection including materials, transitions, phasing, and/or bypass requirements.

- 21. Determine, specify and detail limits of abandonment and removal of existing pipeline and other facilities.
- 22. Select major equipment, pumps, valves, etc.
- 23. Design development including preparation of plans, specifications, calculations, and equipment selection for new lift stations and existing lift station upgrades.
- 24. Assess the condition of existing lift stations and recommend upgrades in coordination and consultation with City staff.
- 25. Select and design odor control facilities for sewage lift stations.
- 26. Provide pump testing of new and existing lift stations.
- 27. Develop and/or refine sewage lift station design standards.
- 28. Provide technical specifications for materials and methods.
- 29. Prepare construction cost estimates.
- 30. Provide bidding and construction support services.
- 31. Submit plans and specifications from preliminary to final, including, grading, civil, mechanical, electrical and control, structural, architectural, landscaping, including plan and profile sheets, general sheets, title sheet, details, etc. for review and comment to the City.
- 32. Provide record drawings.

#### E. Water Treatment Systems Design

- 1. Prepare water treatment process design.
- 2. Prepare studies of existing or proposed water treatment systems.
- 3. Establish water treatment facility sizing requirements and limits with City staff. Submit hydraulic calculations signed and stamped by the engineer.
- 4. Preliminary Design Report (PDR). Prepare a preliminary design report that includes all of the design assumptions, materials and evaluation of alternatives for the project in a cost-effective manner. During the PDR development, the consultant shall keep City informed of the basic design decisions as they are made and shall seek the City's input. The consultant shall document all decisions in the report.
- 5. Structural, architectural, and landscape architectural design services.
- 6. Electrical and control services.
- 7. Perform preliminary siting, grading and alignment evaluations and recommend preferred sites and alignment(s).
- 8. Provide topographical and field surveying to establish base topographical mapping.
- 9. Research and add to base mapping all property ownership Information including public right-of-way (ROW), utility easements, private property limits, temporary construction easements, etc. as they relate to the proposed facilities. Research all proposed ROW improvements and show future ROW limits, if any.
- 10. Prepare plats and legal descriptions for property or easement acquisition.
- 11. Research and add to base mapping all existing utility information, including franchise utilities, within the project area including owner, type, size, material, location, future facilities, etc.
- 12. Conduct site and field investigations to verify locations of existing and proposed facilities.
- 13. Utility and agency coordination.
- 14. Environmental and other regulatory permitting requirements.

- 15. Geotechnical investigation and reporting specific to the proposed facilities.
- 16. Provide corrosion protection recommendations and design.
- 17. Develop site plans, yard piping plans and sections, building layouts, mechanical plans and sections, tank plans and orientation drawings, chemical storage and feed plans and sections.
- 18. Develop and execute potholing plan specific to the project.
- 19. Select pipe material, class or thickness, linings and coatings, joint design, thrust restraint, bedding and compaction requirements, etc.
- 20. Select major equipment, pumps, drives, valves, etc.
- 21. Provide technical specifications for materials and methods.
- 22. Prepare construction cost estimates.
- 23. Provide bidding and construction support services.
- 24. Submit plans and specifications from preliminary to final, including demolition, grading, civil, mechanical, electrical and control, structural, architectural, landscaping, including plan and profile sheets, general sheets, title sheet, details, etc. for review and comment to the City.
- 25. Provide record drawings.

## F. Water Reclamation Systems Design

- 1. Prepare water reclamation treatment process design.
- 2. Prepare studies of existing or proposed water reclamation systems.
- 3. Establish water reclamation treatment facility sizing requirements and limits with City staff. Submit hydraulic calculations signed and stamped by the engineer.
- 4. Preliminary Design Report (PDR). Prepare a preliminary design report which includes all design assumptions, materials and evaluation of alternatives for the project in a cost-effective manner. During the PDR development, the consultant shall keep City informed of the basic design decisions as they are made and shall seek the City's input. The consultant shall document all decisions in the report.
- 5. Structural, architectural, and landscape architectural design services.
- 6. Electrical and control services.
- 7. Perform preliminary siting, grading and alignment evaluations and recommend preferred sites and alignment(s).
- 8. Provide topographical and field surveying to establish base topographical mapping.
- 9. Research and add to base mapping, all property ownership information including public right-of-way (ROW), utility easements, private property limits, temporary construction easements, etc. as they relate to the proposed facilities. Research all proposed ROW improvements and show future ROW limits, if any.
- 10. Prepare plats and legal descriptions for property or easement acquisition.
- 11. Research and add to base mapping all existing utility information, including franchise utilities, within the project area including owner, type, size, material, location, future facilities, etc.
- 12. Conduct site and field investigations to verify locations of existing and proposed facilities.
- 13. Utility and agency coordination.
- 14. Environmental and other regulatory permitting requirements.
- 15. Geotechnical investigation and reporting specific to the proposed facilities.

- 16. Provide corrosion protection recommendations and design.
- 17. Develop site plans, yard piping plans and sections, building layouts, mechanical plans and sections, tank plans and orientation drawings, chemical storage and feed plans and sections.
- 18. Develop and execute potholing plan specific to the project.
- 19. Select pipe material, class or thickness, linings and coatings, joint design, thrust restraint, bedding and compaction requirements, etc.
- 20. Select major equipment, pumps, drives, valves, etc.
- 21. Provide technical specifications for materials and methods.
- 22. Prepare construction cost estimates.
- 23. Provide bidding and construction support services.
- 24. Submit plans and specifications from preliminary to final, including demolition, grading, civil, mechanical, electrical and control, structural, architectural, landscaping, and plan and profile sheets, general sheets, title sheet, details, etc. for review and comment to the City.
- 25. Provide record drawings.

#### **G.** Structural Engineering

Consultant must be registered in the State of California as a professional structural engineer for work requiring a structural engineer's seal. Civil engineers registered in the Station of California may perform structural engineering work allowed by the California Business and Professions Code.

- 1. Assess structural stability and load bearing capacity of existing structures including areas proposed to be modified or used for additional loads.
- 2. Provide structural design for new structures or modifications of existing structures.
- 3. Provide alternative structural layouts or options that can be applied to project requirements.
- 4. Provide technical memorandum on assessments of structures.
- 5. Provide complex structural analyses using computer programs for complex projects.
- 6. Provide technical specifications for selection of materials and methods.
- 7. Provide seismic and wind design review of existing structures.
- 8. Provide detail design of concrete slabs, retaining walls, foundations, floor plans, roofing and framing plans, and pipe and equipment support and anchorage, for operation, maintenance, and administrative facilities.
- 9. Participate in peer review and value engineering of structural design completed by other consultants.
- 10. Prepare construction cost estimates.
- 11. Provide structural engineering support during bidding and construction of projects.
- 12. Provide record drawings.

#### H. Landscape Architectural and Irrigation Design

Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

- 1. Provide landscape planning and design services for new facilities or modifications to existing facilities.
- 2. Perform preliminary siting, grading and landscaping layout evaluations and recommend preferred sites and layouts.
- 3. Provide topographical and field surveying to establish base topographical mapping.
- 4. Conduct site and field investigations to verify locations of existing and proposed facilities.
- 5. Utility and agency coordination.
- 6. Prepare sketches, renderings, and materials boards providing alternative landscaping concepts, designs, and options that can be applied to project requirements.
- 7. Prepare construction drawings providing demolition, hardscape, irrigation and planting plans and details.
- 8. Provide technical specifications for planting and irrigation materials and methods.
- 9. Prepare construction cost estimates.
- 10. Provide landscape architectural and irrigation support during bidding and construction of projects.
- 11. Provide record drawings.

#### I. Electrical Engineering

- 1. Prepare electrical plans and specifications for the project along with calculations signed by a professional electrical engineer, registered in the State of California. This shall include electrical site plans, single-line diagrams, motor control center (MCC) plan and elevations, controls, process and instrumentation diagrams (P&ID's), details, conduit schedules, lighting panel, lighting fixture schedules and Title 24 compliance forms.
- 2. Specify electrical equipment and apparatus requirements.
- 3. Prepare power plan diagrams of the facility.
- 4. Design and prepare plans for all conduit routes for the entire project.
- 5. Design and prepare interior and exterior lighting plans.
- 6. Design and prepare single-line diagrams for the switchboards, MCCs, and controls.
- 7. Coordinate and manage electrical work with Southern California Edison (SCE) for their approval and to obtain a service plan.
- 8. Coordinate and manage all electrical work related to telephone and cable TV for their approval.
- 9. Coordinate all electrical engineering work with other engineering disciplines.
- 10. On-site inspection of the electrical system installation and analysis of contractor invoices.
- 11. Evaluation and design of power generation, including co-generation and emergency standby generator systems.
- 12. Evaluation and design of power conditioning and uninterruptible power supplies.
- 13. Evaluation and design of telecommunications, security and surveillance, and fire alarm systems.

- 14. Evaluation and design of programmable controllers.
- 15. Lightning protection.
- 16. Provide technical specifications for materials and methods for specific projects and for the City standard specifications library.
- 17. Prepare construction cost estimates.
- 18. Provide bidding and construction support services.
- 19. Systems commissioning.
- 20. Provide record drawings.

## J. Geotechnical Engineering, Inspection and Materials Testing

## (Pursuant to SB 854 Requirements and Form of Agreement, Section 3.3.5 "Prevailing Wages")

- 1. Perform background review of sites based on published and unpublished groundwater and geologic information.
- 2. Provide preliminary evaluation of seismic hazards and design parameters using fault maps and current building code.
- 3. Provide field exploration including drilling, sampling, and logging of test borings.
- 4. Perform geologic field mapping.
- 5. Perform soil analysis, soil classification, and site-specific soil characterization.
- 6. Provide recommendations on soil improvement.
- 7. Provide design parameters for:
  - a. Grading
  - b. Remedial measures
  - c. Shoring
  - d. Excavation
  - e. Backfill
  - f. Compaction
  - g. Slope stability
  - h. Soil bearing pressure
  - i. Foundation design
  - j. Lateral earth pressures for design of retaining walls
  - k. Groundwater dewatering
- 8. Provide settlement evaluation and analyze potential for expansion.
- 9. Provide soil corrosivity testing and analysis.
- 10. Evaluate imported earth materials to be used for fill.
- 11. Laboratory testing per City and Caltrans standards to determine maximum dry density and optimum moisture content for fill and backfill, and sand equivalent of all bedding material.
- 12. Evaluate over-excavation, backfill, and compaction procedures. Observe site grading and fill placements, including in-place soil density testing of compacted fill, optimum soil moisture density test and relative compaction per project specifications.
- 13. Evaluate field procedures, progress, and testing results.
- 14. Provide foundation engineering and inspection for structures.
- 15. Inspect and evaluate earth-retaining structures and excavations.
- 16. Perform ground water investigation and control.

- 17. Perform laboratory tests on pipe bedding material and aggregate base material to verify their compliance with the project specifications.
- 18. Perform sieve analysis.
- 19. Determine R-value.
- 20. Pavement inspection and testing including preparation of pavement structural section based upon laboratory R-value, sieve analysis, and sand equivalent testing.
- 21. Concrete inspection and testing including air content and slump testing.
- 22. Prepare standard test cylinders for concrete and provide laboratory compressive strength testing.
- 23. Attend meetings throughout the duration of the project as needed to provide technical advice on issues, project schedule, cost control and other related matters.
- 24. Prepare design phase reports to include findings, conclusions and recommendations. Include in the report a geotechnical map and summary of soil conditions for each location.
- 25. Prepare construction phase reports to include:
  - a. Description of field procedures
  - b. Tabulation of daily field compaction test data submit original copy to City at the end of each day
  - c. Laboratory data
  - d. Conclusions and recommendations
  - e. Final report bearing the Registered Professional Engineer Seal with the signature and license number of the geotechnical engineer responsible for preparation of the report.
- 26. Construction cost estimates.

## K. Traffic Engineering

- 1. Preparation of traffic control plans, specifications and bid documents using the following guides:
  - a. Latest Edition of the California MUTCD Supplement and Vehicle Code
  - b. City of Corona Standards
  - c. Standards of the County of Riverside and Caltrans having jurisdiction over the work zone
  - d. Latest Edition of the W.A.T.C.H. Manual
- 2. Traffic studies and analysis services including system performance and traffic management.
- 3. Provide professional services in design of traffic signal timing, optimization and traffic control plans.
- 4. Knowledgeable in design of intelligent transportation systems (ITS), signs, and other traffic control device plans.
- 5. Preparation of geometric design and delineation plans.
- 6. Act as the City liaison in coordination with outside agencies.
- 7. Traffic impact studies.
- 8. Signing and striping plans.

## L. Land Surveying

## (Pursuant to SB 854 Requirements and Form of Agreement, Section 3.3.5 "Prevailing Wages")

Surveys performed by the consultant shall conform to the requirements of the Land Surveyors Act and Caltrans Survey manual. Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

- 1. Establish horizontal and vertical control bases using the NAD 83 CA State Plane VI horizontal control system and City of Corona benchmarks based on the Corona vertical datum (NGVD 29).
- 2. Perform aerial photogrammetry.
- 3. Use aerial photogrammetry or field survey data to prepare base maps.
- 4. Prepare topographic maps with elevations contours and spot elevations shown.
- 5. Research and provide on maps and surveys street centerlines and right-of-way boundaries.
- 6. Survey and prepare plats and legal descriptions with sketches for easement and property acquisition and lot line adjustments.
- 7. Provide surveys to support geotechnical investigations, utility locating, and the design of water, reclaimed water, water reclamation, streets, site developments, and electrical systems.
- 8. Reset survey monuments disturbed or removed during construction and identify the hours separately on work performed.
- 9. Provide field staking and cut sheets for construction projects.

## M. Construction Management and Support

## (Pursuant to SB854 Requirements and Form of Agreement, Section 3.3.5 "Prevailing Wages")

In order to successfully complete construction projects on time and within budget, the City seeks to retain a qualified construction management team. Consultant shall provide a professional engineer/construction manager with significant experience in administering projects similar in magnitude and scope to Public Works and utility projects expected to be constructed by the City. The proposed construction management team will be well versed in all aspects of construction administration including, but not limited to project scheduling, project controls and project management, and partnering and claims resolution in order to ensure project completion on time and within established budget. Consultant shall provide qualified construction managers with significant experience in construction inspection of work typical for water, water reclamation, sewer, and electrical facilities construction. Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

- 1. Attend pre-construction meeting and provide assistance in responding to all questions in a timely manner.
- 2. Assist City's Representative in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed.
- 3. Assist and participate on a regular basis in the project progress meetings, take minutes and respond to all questions.
- 4. Coordinate with design engineers and project managers on design issues encountered during construction.

- 5. Provide public outreach services as required.
- 6. Review the project contract documents and perform a constructability review.
- 7. Provide project status and overall health of construction projects, to include cost, budget and schedule.
- 8. Review contractor's submittals in accordance with the requirements of project specifications and the City's requirements prior to final approval.
- 9. Review and respond to RFIs in a timely manner.
- 10. Prepare, process, and monitor contract change orders with the City's approval.
- 11. Review extra work invoices.
- 12. Identify and issue notice to contractor of safety concerns and violations.
- 13. Review and approve punch lists.
- 14. Participate and assist in conducting final inspection, testing and release of facilities.
- 15. Review and approve record drawings at project completion.
- 16. Assist in preparation of daily pay estimates in accordance with the inspection daily report.
- 17. Assist in preparation of contractors monthly pay estimates.
- 18. Report all unresolved issues and potential claims to the City's Representative in writing on a daily basis.
- 19. Other construction management duties as necessary to support City projects in construction.

## N. Project Management

Project Management is the overall planning, coordination and control of a project from inception to completion in order to produce a functionally and financially viable project completed on time within authorized costs and to the required quality standards. The role of a project manager includes acquiring resources and coordinating the efforts of team members and third-party contractors or consultants in order to deliver projects according to established deadlines and within budget. The project manager will also define the project's objectives and oversee quality control throughout the project life cycle. The project manager will act as an extension of the City's staff and be available to perform project management duties from the Public Works office at City Hall. City shall provide a work space with a desk, telephone, computer and basic stationary items. Consultant's Fee/Rate structure shall include the cost of providing standard training courses sufficient to perform the essential duties of the position. The City can provide such training at no cost to the consultant but does not pay the employee to attend such training.

<u>Project Management - Capital Improvement Project Tasks</u>: Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

- 1. Successfully manage more than one project at a time. Must be able to shift focus between various projects and ensure all are progressing satisfactorily.
- 2. Define project scope, goals and deliverables that support the City's goals in collaboration with senior management and stakeholders.
- 3. Determine and assess need for staff and/or consultants and secure appropriate proposals and contracts.
- 4. Effectively communicate project expectations to team members and stakeholders.
- 5. Use project management checklists to identify project requirements and track completion of milestones.
- 6. Prepare and update project schedules from design through construction.
- 7. Track and monitor project milestones and deliverables.

- 8. Manage project budget and minimize exposure to excessive risk in a project.
- 9. Identify permitting and environmental requirements.
- 10. Identify the elements of project design and construction likely to give rise to disputes, then proactively resolve and create contingency plans.
- 11. Conduct progress meetings.
- 12. Coordinate with other agencies and utilities.
- 13. Participate in the preparation of cost estimates and construction specifications.
- 14. Assure quality control.
- 15. Devise the project work plans and revisions as required.
- 16. Design submittal review.
- 17. Constructability review.
- 18. Participate in bidding phase.
- 19. Periodically inspect the project site and assist and provide technical guidance to inspectors in studying field problems and incorporating design revisions as necessary.
- 20. Maintain and control project documents.
- 21. Review design and construction contract amendments and change orders.
- 22. Prepare and present project reports on a regular basis.
- 23. Draft City Council reports.
- 24. Coach, mentor, and direct team members and contractors by influencing them to take positive action and accountability for their assigned work.
- 25. Build, develop, and grow business relationships vital to the success of the project.
- 26. Provide proper documentation to close projects in a timely manner.
- 27. Other project management duties as necessary to support City projects.

## O. Construction Inspection Services

## (Pursuant to SB 854 Requirements and Form of Agreement, Section 3.3.5 "Prevailing Wages")

Consultant shall provide experienced personnel meeting the following minimum requirements.

- 1. Have (5) five years of Public Works and underground utilities construction inspection experience, specifically paving, trenching, grading, reinforced concrete, concrete flatwork, storm drain, sewer, sewage lift station and sewer mechanical, reclaimed water pipelines and pump stations, water reclamation facilities, potable water pipelines and pump stations, landscape construction and inspection, potable water treatment facilities, and all systems associated with public utility services.
- 2. Consultant must provide an inspection specialist with experience in the required field and identify a minimum of three (3) projects within the last five (5) years for which they have provided inspection services. Specialists include those inspectors that are certified or otherwise qualified to verify welded joints, material testing, coatings and other specialty work
- 3. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
- 4. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
- 5. A willingness and availability to work weekends and odd shifts. Inspectors may be required to provide continuous inspection during critical periods of construction.

- 6. Good written and verbal communication skills. Samples of inspection daily reports prepared by listed candidates are expected to be included in the proposal. Inspectors will be required to prepare daily inspection reports, weekly statement of working days, and monthly progress payments; direct the contractor to complete extra work performed under time and materials including the documentation of labor, equipment, and material; review contractor's proposals for extra work and provide recommendations to the City.
- 7. Ability to read, understand and interpret construction plans, specifications, and contracts.
- 8. Knowledge of the following: APWA standards, AWWA Standards, Underground Construction Standards, California MUTCD, City of Corona Public Works and Department of Water and Power Standards, Standard Specifications for Public Works Construction (Greenbook), Construction Specifications Institute (CSI), and current building codes applicable to the type of work being performed.
- 9. Knowledgeable in Microsoft Excel, Word, and Outlook.
- 10. A valid California driver's license and the ability to maintain insurability.
- 11. High School diploma or G.E.D. equivalent and three years of journey-level experience in the construction, maintenance and repair of public works and utilities projects, or an equivalent combination of training and experience.
- 12. Survey, roadway construction, pipeline construction, reinforced concrete and masonry block construction, mechanical equipping, electrical equipping, landscaping, and material and geotechnical testing experience is desirable.
- 13. An Associate's degree in engineering or code related field is desirable.

Consultant shall provide and include in the Fee/Rate structure routine items necessary for the inspector to perform the essential duties required of the position. These include vehicle, cell phone, camera, personal protective equipment, and method of documenting observations (hard copy or electronically). Inspectors must be provided with standard training courses sufficient to perform the essential duties of the position. The City can provide such training at no cost to the consultant, but does not pay the inspector to attend such training. Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

- 1. Inspect a variety of public works and public utilities construction and maintenance projects, such as sidewalks, concrete structures, driveways, water main and service installations; reclaimed water facilities and mainlines; sewer main and lateral installations; utility projects including mechanical, electrical, and structural work; curbs and gutters, retaining walls, earthwork, street excavation and patchwork; drainage facilities, storm drains; landscape irrigation; underground conduit installations; and street marking, and traffic sign installation to ensure construction and materials comply with contract standards and specifications, state laws, local ordinances, NPDES requirements and proper construction practices.
- 2. Inspect concrete street improvements, including drive approaches, wheel chair ramps, block walls, and other elements; inspect asphalt concrete street paving and slurry seal coating; ensure correct street sections by checking grades and elevations.
- 3. Observe earthwork grading, trench compaction, slope construction, earthen berms and surface drainage.
- 4. Review soils compaction reports.
- 5. Inspect all aspects of traffic control set-up and maintenance for conformance with codes, specifications and safety practices.

- 6. Interpret construction plans and specifications; prepare and make recommendations on change orders; confer with City engineering staff on design problems encountered in the field.
- 7. Perform final inspection of construction projects for field acceptance; prepare list of required corrections prior to final acceptance.
- 8. Maintain necessary records of daily operations, including daily project reports, time, material, and equipment reports.
- 9. Review and confirm as-built drawings for public works facilities and utility projects.
- 10. Coordinate activities and schedules with other entities involved in the construction project.
- 11. Keep records pertaining to work assignments, employee information, and inspection work.
- 12. Respond to queries by property owners, contractors, and staff regarding the construction project.
- 13. Inspect construction activities to confirm compliance with City standards and regulations.
- 14. Prepare monthly pay estimates.
- 15. Record amounts of materials that are received or used during construction.
- 16. Address and resolve complaints as they arise. Notify the City's project manager of issues and request assistance when necessary.
- 17. Perform observations, inspections and tests of construction projects and document findings in accordance with good engineering practices and applicable codes.
- 18. Observe third party sampling and testing for conformance with contract specifications.
- 19. Provide weekly status reports on issues/risks factors, schedule slippages, cost overruns as it relates to construction projects.
- 20. Provide feedback to requests for information as it relates to projects inspected.
- 21. Provide regular full-time onsite inspection to construction projects and assess project status.
- 22. Serve as principal liaison for construction-related activities and coordinate formal interface actions between stakeholders and service providers.
- 23. Serve as the central point of contact for communications, coordination, support, and advice to the Project Manager.
- 24. Recognize, evaluate and properly resolve and/or make recommendations to unique problems or situations.
- 25. Maintain effective customer service relationship with City staff and the public.
- 26. Facilitate contract negotiations.
- 27. Properly and safely oversee the operation of light-, medium- and heavy-duty motorized vehicles and equipment.
- 28. Ensure appropriate communications take place with all involved personnel resulting in efficient use of manpower and finances to meet project milestones and City's expectations.
- 29. Other construction inspection duties as necessary to support City projects in construction.
- 30. Minimum day is considered to be a 4-hour day. Cancellation of services will be made 12 hours prior to scheduled start and at no cost to the City.
- 31. Notify the City immediately in the event of any safety issue or job-site accident.

## P. Hydrogeology (Groundwater Well) Design and Construction Services

Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

- 1. Perform background review of proposed well sites based on published and unpublished groundwater data, existing well drillers log information, and water quality data.
- 2. Provide preliminary evaluation of water quantity and quality anticipated for proposed well sites.
- 3. Provide preliminary evaluation of groundwater monitoring wells.
- 4. Identify site constraints during well construction including existing underground and overhead utilities, access, space for drill rig and ancillary tanks and equipment, sound attenuating barriers, and locations for discharge of well development and test pumping water.
- 5. Provide corrosion protection recommendations and design.
- 6. Prepare plans and specifications for preliminary and final production well and monitoring well designs to include recommendations for well depth, diameter, materials, screen locations, and well location.
- 7. Prepare well construction and well destruction permit applications.
- 8. Prepare construction cost estimates.
- 9. Provide comprehensive inspection and final design services during well drilling, construction, development, disinfection, and QA/QC activities.
- 10. Perform data logging and collect soil samples during drilling.
- 11. Perform laboratory testing of soil samples as necessary to prepare screen and filter pack design.
- 12. Prepare well construction summary report and Drinking Water Source Assessment and Protection Report.
- 13. Perform full range of well rehabilitation services.

#### O. Water Management Programs and Engineering

- 1. Groundwater management.
- 2. Hydrogeological studies.
- 3. Hydrologic studies.
- 4. Surface water management, storm drain diversions.
- 5. Groundwater monitoring programs.
- 6. Groundwater recharge and conjunctive use.
- 7. Groundwater treatment regulatory compliance.
- 8. Groundwater aquifer modeling.
- 9. Sustainable Groundwater Management Act (SGMA) compliance services.
- 10. Prepare reports documenting analysis, studies, and recommendations.
- 11. Attend meetings with regulatory agencies.
- 12. Coordination with outside agencies.

#### R. Environmental Consulting

Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks for preparation of California Environmental Quality Act (CEQA) related documentation. Each project is unique and may require a combination of special studies listed below or others to be determined; individual project requirements will be established as the project scope of work is developed.

- 1. Prepare Mitigated Negative Declarations.
- 2. Prepare Addenda to Environmental Impact Reports.
- 3. Prepare Supplemental Environmental Impact Reports.
- 4. Prepare or peer review special studies and reports such as greenhouse gas, air quality, traffic, noise, biological, cultural resources, hazardous materials and other studies and reports as required.
- 5. Prepare Phase I Site Assessment studies.
- 6. Prepare NEPA documents and related NEPA compliance.
- 7. Preparation of Notices of Determination (NOD), Notices of Availability (NOA) for Environmental Impact Reports (EIR), and any other forms required by the Corona City Clerk, the County of Riverside Registrar/Recorders Office, the State of California, and/or the Federal Registrar.
- 8. Participate and/or manage the public distribution processes related to CEQA Notification.

#### S. Hazardous Materials Testing

## (Pursuant to SB 854 Requirements and Form of Agreement, Section 3.3.5 "Prevailing Wages")

Consultant shall provide experienced personnel, equipment and facilities to perform sampling and testing of existing facilities for hazardous materials.

- 1. Sample existing materials such as paint, insulation, metals, wood, chimneys, pipe and other building materials potentially containing hazardous materials.
- 2. Perform laboratory testing to determine existence and concentration of hazardous materials.
- 3. Prepare report with findings and recommendations for mitigation of hazardous materials, including in-situ treatment, removal, and disposal.
- 4. Dispose of any sampled hazardous materials in a lawful manner.

#### T. Ground Penetrating Radar Utility Locating

## (Pursuant to SB 854 Requirements and Form of Agreement, Section 3.3.5 "Prevailing Wages")

Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks for locating existing utilities using ground penetrating radar.

- 1. Prepare traffic control plan and obtain permit to work within public right-of-way.
- 2. Perform utility locating services using ground penetrating radar.
- 3. Document size, materials, location, and depth of existing utilities using field measurement and land survey techniques.

- 4. Prepare utility locating report to document findings, including descriptions, photos, maps, drawings, and sketches as necessary to provide an accurate description of the utility and its location.
- 5. Provide utility map in AutoCAD format.

## **U. Grant Writing and Management Consultant**

Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

- 1. Review existing program materials and meet with City staff to assure a firm understanding of the organization's goals, services, plans, and needs.
- 2. Research and identify funding sources matching the needs of the City.
- 3. Develop approach strategies and a prioritized solicitation schedule.
- 4. Review grant application guidelines and prepare a chart of what tasks need to be completed by whom and by what dates.
- 5. Write grant applications to be submitted to the funding agency.
- 6. Prepare financial and project performance reports to satisfy grant program requirements.
- 7. Provide guidance and advice to staff on grant laws and requirements, both general and grant-specific.
- 8. Grant management support.
- 9. Review, prepare and monitor funding reimbursement requests for assigned agreements.
- 10. Prepare close out reports and grant audit files as requested.

## V. Accounting and Financial Consulting Services

The City of Corona Department of Water and Power (DWP) seeks a local Certified Public Accountant (CPA) firm to provide accounting and financial analysis consulting services on an asneeded basis.

The qualified firm must have a minimum of 15 years of governmental finance and accounting experience including utility finances. Requested services will be in the following areas and may include but are not necessarily limited to the following:

#### **Accounting Consulting Services:**

- 1. Review or prepare financial reports, budget, and cost projections for various Joint Powers Authorities (JPA) that the Department of Water and Power (DWP) is part of.
- 2. Preparation or review of various reconciliation schedules, month or year-end reports and management reporting for the DWP.
- 3. Financial projections for working capital and capital improvement projects.
- 4. Financial analysis including trend analysis of revenues and expenses, consumption, production, and interrelation impacts for each of the utilities managed by the DWP.
- 5. Review and track pending grant reimbursements.

## **Financing Consulting Services:**

1. Coordinate with City staff and/or other consultants to prepare applications for State Revolving Loans and Grants.

2. Analyze working capital, rate models, and budget. Prepare projections to identify financing needs.

#### **Utility Rate Consulting Services:**

- 1. Annual update utility rate models.
- 2. Prepare schedules, reports, and notices related to rate changes under new or existing ordinances and/or adopted rate studies.
- 3. Coordinate with outside consultant on rate studies as requested.

## **Special Projects Consulting and Supporting Services:**

- 1. Prepare cost benefit analysis for various negotiating contracts pertaining to JPAs
- 2. Prepare annual budget projections and financial review services for various JPAs.
- 3. Business plan development and review for joint ventures as requested.
- 4. Accounting, technical and analytical support for special projects as mutually agreed upon.

#### W. Radio Tower Engineering Services

The City of Corona utilizes various radio communications towers throughout the City. The City periodically adds equipment to existing towers, or adds new towers as needed. The qualified consultant shall provide services for radio tower engineering including, but not limited to, the following:

- 1. Provide site tower analysis.
- 2. Provide tower loading analysis.
- 3. Provide tower structural analysis.
- 4. Provide and update tower drawings and analysis reports.
- 5. Provide preliminary tower design concepts.
- 6. Provide structural design prepared by a California-licensed and registered professional Structural Engineer.
- 7. Provide foundation design prepared by a California-licensed and registered professional Civil or Structural Engineer.
- 8. Provide design of grounding system required for the tower.
- 9. Provide design of the tower climbing ladders and safety cable systems.
- 10. Provide design of microwave and other antenna supports with mounting brackets.
- 11. Provide design of waveguide / transmission line support structures and ladders.
- 12. Provide design of tower cable management and cable entry ports in the building.
- 13. Provide design of tower erection.
- 14. Provide design of complete project site build out.

#### X. Public Relations Consulting

The City of Corona is seeking the services from qualified consultants with extensive experience in strategic communications planning and outreach within the public works and utilities sectors. Firms should have a solid understanding of the issues faced by municipalities and public utilities, and the need for public transparency in today's climate. Submitting firms should also be familiar with current communications tactics and technologies. Consultants will be required to perform a variety of professional public relations services on an as-needed basis for various capital improvement projects and initiatives. Activities may include, but are not limited to, the following:

- 1. Coordinate information/project campaigns with City's in-house Communications team.
- 2. Develop public outreach plans for projects, including schedules, types of communications, branding and coordination plan.
- 3. Attend pre-construction and weekly construction meetings with project manager and contractor as needed.
- 4. Conduct pre-construction surveys of constituents that will be directly affected by the project, including but not limited to: normal hours of operation; nature of business; arrival/departure times; obtaining contact information/addresses of affected businesses, owners, and residents; access points and ingress/egress needs; coordinating business access during construction; and any special circumstance that needs to be addressed.
- 5. Building and maintaining a database of information collected.
- 6. Final report of surveys, including recommended actions and strategies.
- 7. Develop a variety of media content, including project information sheets, construction alert fliers, news releases, media advisories, articles, social media campaigns, brochures, ads, traffic advisories, written notices, website content and fact sheets for projects.
- 8. Staffing for door-to-door dissemination of informational material.
- 9. E-mail construction updates to affected constituents on a regular basis to minimize inconvenience.
- 10. Assist with special events and meetings, including community events, speaking engagements and public hearings.
- 11. Answering calls and responding to construction related e-mails. Coordinate resolutions if required, including forwarding constituent's concern to City Project Manager and City Inspector and follow-up discussions with the constituent.
- 12. Identify and coordinate activities and provide updates to outside agencies as needed, including the Corona-Norco Unified School District, Corona Chamber of Commerce, various City Commissions, and other agencies.
- 13. City also requires Spanish speaking personnel to be on staff as part of project team. Spanish speaking staff may be required to be on-site for pre-construction surveys and door-to-door dissemination. Written and printed communications materials may be required to be prepared in both English and Spanish.

#### Y. Dry Utility Design and Plan Checking Services

The City of Corona owns and operates a full-service electric utility that provides service to specific geographic areas of the City. The City's electric system is connected to Southern California Edison's backbone system through several interconnections. The City seeks a consultant to provide the following services on an as-needed basis:

- 1. Provide plan checking services for electrical engineering plans to ensure compliance with the City's design standards.
- 2. Perform the design and engineering for new electric services.
- 3. Perform underground electric utility engineering and design work.
- 4. Perform capacity studies and evaluations of the existing system and potential future connections.
- 5. Provide services for utility permitting and construction management.

#### **SECTION V.**

### PROPOSAL CONTENT AND FORMS

## A. <u>PRESENTATION</u>

Proposals should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise.

## 1. <u>Letter of Transmittal</u>

A Letter of Transmittal shall be included with the proposal, addressed to Carol Appelt, and must, at a minimum, contain the following:

- a. identification of consultant, including name, address and telephone number;
- b. proposed working relationship between consultant and subcontractors, if applicable;
- c. acknowledgment of receipt of all RFP addenda, if any;
- d. name, title, address, telephone number and email address of consultant's contact person during period of proposal evaluation;
- e. a statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind consultant to the terms of the proposal.

Following the letter of transmittal, proposals should address the following items in turn:

## 2. Technical Proposal

## a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of consultant to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

#### Consultant shall:

(1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation,

- partnership, sole proprietorship); number, size and location of offices; number of employees;
- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede consultant's ability to complete the project;
- (3) describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) identify sub-consultants by company name, address, contact person, telephone number and project function and describe consultant's experience working with each sub-consultant; and
- (5) provide, at a minimum, three references from work performed of a similar nature, cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

## b. <u>Proposed Staffing and Project Organization</u>

This section of the proposal should establish the qualifications of the proposed project staff.

#### Consultant shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) provide specific professional experience related to each type of service described herein;
- (2) furnish brief resumes (not more than two [2] pages each) for the proposed key personnel;
- (3) indicate adequacy of labor resources;
- (4) identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work;
- (5) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and

(6) include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

#### c. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP. Where consultant wishes to propose alternative approaches to meeting the City's technical requirements, these should be thoroughly explained. The City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. Consultant shall be bound to accept all RFP requirements and terms and conditions of the Form of Agreement.

#### d. Fee Proposal

Consultant shall complete and sign the Price Form in Section VI. in its entirety.

## e. <u>Appendices</u>

Information considered by consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.** 

## 3. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by consultant and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in consultant's response. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.** 

## 4. PRICE FORMS

Consultant shall complete and sign the Price Form in its entirety including consultant's identification information and binding signature along with an hourly rate schedule on company letterhead for each discipline being proposed.

Consultant shall state cash discounts offered. Unless <u>discount</u> payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the equipment/materials or required services and a complete invoice, whichever is later, to the date City's check is mailed. Any

discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

## 5. <u>NON-COLLUSION DECLARATION</u>

Consultant shall complete and sign the Non-Collusion Declaration on the following page and submit with proposal.

# 6. PROPOSAL CHECKLIST

Letter of Transmittal
Technical Proposal
Price Form
Non-Collusion Declaration
Acknowledgment of the Terms and Conditions of the City of Corona Professional
Services Agreement
Insurance Requirements Check Sheet Acknowledgment
Vendor Performance Evaluation Form Acknowledgment
Consultant's Safety Record
Licensing/Certifications

PARTY SUBMITTING PROPOSAI	<i>i</i> :
---------------------------	------------

# NON-COLLUSION DECLARATION (TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)

The undersigned declare	s:	
I am the	[proposer], the party making the foreg	[title] of going proposal.
partnership, company, association collusive or a sham. The proposer to put in a false or shap conspired, plotted, or agreed with efrain from submitting a propose to go any other proposer, consumption of that of any other proposer, and not, directly or indirectly, such e contents thereof, or divulgo artnership, company, association hereof to effectuate a collusive or entity for such purpose.  Any person executing to partnership, joint venture, limit the entity, hereby represents that he can behalf of the proposer.	de in the interest of, or on behalf of, any undiston, organization, or corporation. The proposal is goser has not directly or indirectly induced or solid in proposal. The proposer has not directly or indirectly any proposer or anyone else to put in a sham osal. The proposer has not in any manner, directly cation, or conference with anyone to fix the proposer to fix any overhead, profit, or cost element of the All statements contained in the proposal are true submitted his or her proposal price, or any breakdinged information or data relative thereto, to any or sham proposal, and has not paid, and will not put this declaration on behalf of a proposer that is declaration on the proposer that is declaration on the proposer that is declaration on the proposer that is declaration or declaration of the proposer that is declaration or declaration or dec	genuine and not cited any other rectly colluded, proposal, or to ly or indirectly, osal price of the proposal price, a. The proposer own thereof, or my corporation, member or agent pay, any person a corporation, p, or any other this declaration
	nd that this declaration is executed on[city],	
	Signature	-
	Typed or Printed Name	-
	Title	-
	Party Submitting Proposal	-

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	}	
County of	} ss.	
On	, before me,	
(date)		here insert name and title of the officer)
personally appeared		who proved to me on the
basis of satisfactory evid	ence to be the perso	on(s) whose name(s) is/are subscribed to the within
	his/her/their signatu	ne/they executed the same in his/her/their authorized ure(s) on the instrument the person(s), or the entity cuted the instrument.
I certify under PENALT foregoing paragraph is tru		under the laws of the State of California that the
WITNESS my hand and	official seal.	
Signature		[Seal]

# ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT

(To be Completed and Submitted with Consultant's Proposal)

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 19-016CA.

(Firm name)	
(Print name and title of person signing for firm)	
(Signature/date)	

## ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

(To be Completed and Submitted with Consultant's Proposal)

This is to acknowledge that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

eductible Amounts/Self-insured Retentions:
irm name)
rint name and title of person signing for firm)
ignature/date)

# City of Corona RFP Insurance Requirements Check List

	Circle	One	Applicable
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?	Yes	No	YES
Can your company provide Automobile Liability - \$1M?	Yes	No	YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?	Yes	No	YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence or claim/\$2M aggregate?	Yes	No	YES
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?	N,	/A	NO
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?	N,	/A	NO
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?	N/A		NO
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?	Yes	No	YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	Yes	No	YES

## **Insurance Endorsements**

General Liability			
(Occurrence form CG 0001)	Circle	e One	Applicable
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith?	Yes	No	YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract provided such contract was executed prior to the date of loss?	Yes	No	YES
Can your company provide Completed Operations as evidenced with the following endorsements?			YES
Endorsement form CG 20 10 11 85 -OR-	Yes	No	YES
CG 20 37 and one of the following	Yes	No	YES
CG 20 10	Yes	No	YES
CG 20 26	Yes	No	YES
CG 20 33	Yes	No	YES
CG 20 38	Yes	No	YES

Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary and any City insurance will be in excess of the consultant's insurance and will not be called upon to contribute? Endorsement Form shall be as broad as CG 20 01 04 13.	Yes	No	YES
Automobile Liability			
	Circle	e One	Applicable
Does your insurance cover owned automobiles with Form number CA 0001 code 1 (any auto)?	Yes	No	YES
If your company does not have owned automobiles, does your insurance cover No Owned Autos Code 8 (hired) and 9 (non-owned)?	Yes	No	YES
Workers' Compensation			
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant?	Yes	No	YES
Will your company provide a Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant?	Yes	No	YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?	Yes	No	YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?	Yes	No	YES
Does your insurance have any deductibles and/or self-insurance retentions?	Yes	No	YES
Professional Liability			
Can your company provide errors and omissions liability insurance appropriate to its profession with minimum limits of \$1,000,000 per occurrence or claim/\$2,000,000 aggregate?	Yes	No	YES
Is the coverage on a claims-made basis?	Yes	No	YES
If the coverage is on a claims-made basis, can you maintain and provide evidence of insurance for a period of five (5) years or purchase extended reporting coverage if coverage is not renewed?	Yes	No	YES

Use the space below to explain any "No" responses.								



# **Vendor Performance Evaluation Form**

Department:					Divisi	on:		
Prepared By:				Title:				
Vendor Name:							P.O. #:	
Contract Amount:	\$			Chan	ige Order A	mount: \$	•	
Project Name:								
Description of Proje	ect:							
Date Prepared:								
Performance Evalu	ation Period: (sel	ect on	ne)					
Weekly	Monthly	$\bigcirc$	Quarterly	$\bigcirc$	Annually	$\bigcirc$	Other	$\bigcirc$
Vendor Category: (	select one)							
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning.  Professional Service - unique, technical, and/or infrequent functions performed by an independent consultant/vendor qualified by education, experience, and/or technical ability to provide services.								
Products - a supplier of a tangible object that is manufactured or refined for sale.  Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system.								
Evaluation Score Range and Criteria Factors								
EXCELLENT	ABOVE AVERAGE		VERAGE	A	BELOW VERAGE	UN		ACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3	(2.60-3.19)	2 (	1.81-2.59)		1 (1.00-	1.80)
1 Quality of	Goods and Sarviv	A	maggura t	o datarmi	na if tha ac	ods/sor:	co receive	ad mat the

- 1. Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.
- 2. Quality of Work Performed: A measure to determine if the actual performed met the quality desired.
- 3. Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.
- 4. Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.

- 5. Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.
- 6. Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.
- 7. Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.
- **8.** Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.
- 9. Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data

For each category identified below, enter the score (1-5) with 1 being unsatisfactory and 5 being excellent

Evaluation Criteria			<b>Evaluation Score</b>			
1.	Quality of Goods and Services	5	4	3	2	1
2.	Quality of Work Performed	5	4	3	2	1
3.	Timeliness of Delivery of Goods	5	4	3	2	1
4.	Compliance with Law and Regulations	5	4	3	2	1
5.	Safety and Protection	5	4	3	2	1
6.	Appropriate of Tools/Technology	5	4	3	2	1
7.	Customer Service	5	4	3	2	1
8.	Overall Timeliness of Invoices	5	4	3	2	1
9.	Overall accuracy of Invoices	5	4	3	2	1

#### EXAMPLE:

OVERALL EVALUATION SCORE 4.89

OVERALL EVALUATION RATING EXCELLENT

## ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation

Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.
(Firm name)
(Print name and title of person signing for firm)
(Signature/date)

# INDUSTRIAL SAFETY RECORD

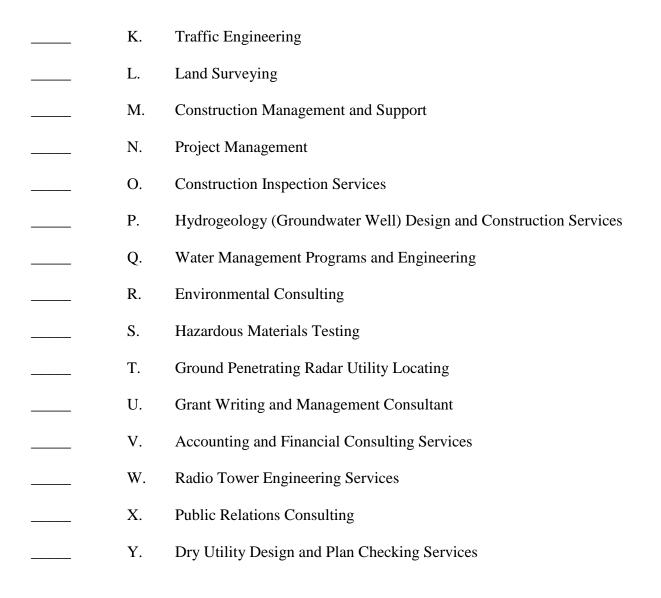
(To be Completed and Submitted with Consultant's Proposal)

Serious	Willful _	Repeat	Other	Unclass	To
		Firm Na	ame (Print)		
		Signatu	re		
		Name a	nd Title (Print)	)	

# **SECTION VI.**

# PRICE FORM

REQUEST FOR PRO	OPOSALS:	RFP No. 19-016CA
DESCRIPTION OF '	WORK:	On-Call Engineering and Professional Services Contracts
CONSULTANT'S N	AME/ADDRE	SS:
NAME/TELEPHON AUTHORIZED REP		Æ
Place an "x" in the sr	paces provided	for each discipline being proposed:
А.	•	r and Reclaimed Water Pipelines
В.	Potable Wate	er and Reclaimed Water Pump Stations, Well Equipping, ties and Pressure Regulating Facilities
C.	Water Reclam	nation (Sewage) Collection Piping
D.	Water Reclam	nation (Sewage) Collection Lift Stations
E.	Water Treatm	ent Systems Design
F.	Water Reclam	nation Systems Design
G.	Structural Eng	gineering
Н.	Landscape Ar	rchitectural and Irrigation Design
I.	Electrical Eng	gineering
J.	Geotechnical	Engineering, Inspection and Materials Testing



Provide hourly rate schedule on company letterhead for each discipline being proposed. All rates and costs shall be effective through June 30, 2022. Hourly rate schedule should include the typical following categories of labor classifications modified as appropriate for the category of labor required to perform the work:

- Principal-in-Charge, QA/QC Manager
- Senior Project Manager
- Project Manager
- Construction Manager, Resident Engineer
- Senior Project Engineer, Senior Project Architect/Landscape Architect, Senior Land Surveyor
- Project Engineer, Project Architect/Landscape Architect, Project Land Surveyor
- Professional Engineer, Land Surveyor, Architect/Landscape Architect

- Inspector
- Engineer-in-Training, Civil Engineering Designer
- CAD Designer/Technician
- Engineering Assistant
- Administrative Assistant, Project Administrator
- Two-Man Survey Crew (per hour/day)
- Ground Penetrating Radar Utility Locating Crew (per hour/day)

Provide list of reimbursable charges and rates to include:

- Mileage
- Prints, plots, messenger service and other direct expenses markup
- Outside consultant services markup
- Traffic control
- Other

meet the requirements of the Scope of Work? <u>Yes / No</u> (circle one). If you answered
"Yes", please provide detail of said additional costs:
Please indicate any elements of the Scope of Work which cannot be met by your firm.
Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain:

Have you been on any federal list of	debarred or suspended consultants? Yes / No (circle one).
This offer shall remain firm for 90 da	ays from RFP close date.
Terms and conditions as set forth in	this RFP apply to this proposal.
Unless otherwise stated, payment ter	rms are: Net thirty (30) days.
In signing this proposal, Consultant v are attached and properly completed	varrants that all certifications and documents requested herein and signed.
Addenda to this RFP received by yo Consultant's responsibility to ensure of addenda may cause the City to rejoin the consultant of the con	
Verification of Addenda Reco	eived
Addenda No:	Received on:
Addenda No:	Received on:
Addenda No:	Received on:
AUTHORIZED SIGNATURE:	
PRINT SIGNER'S NAME AND TIT	ΓLE:
DATE SIGNED:	
COMPANY NAME & ADDRESS:	
PHONE:	EMAIL:
DIR REGISTRATION NO.:	

RFP No. 19-016CA Section VI. "Price Form" - Pg 4 of 4 On-Call Engineering and Professional Services Contracts

#### SECTION VII.

#### Form of Agreement

## CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT

WITH [\*\*\*INSERT NAME\*\*\*]

([\*\*\*INSERT TYPE OF SERVICES\*\*\*] - [\*\*\*INSERT PROJECT NAME\*\*\*])

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### 2. RECITALS.

#### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [\*\*\*INSERT TYPE OF SERVICES\*\*\*] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

#### 2.2 Project.

City desires to engage Consultant to render such services for the [\*\*\*INSERT NAME OF PROJECT\*\*\*] project ("Project") as set forth in this Agreement.

## 2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

#### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 <u>General Scope of Services</u>. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [\*\*\*INSERT TYPE OF SERVICES\*\*\*] consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All

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(CITY ATTY: 07-17)

Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 <u>Term.</u> The term of this Agreement shall be from [\*\*\*INSERT START DATE\*\*\*] to [\*\*\*INSERT ENDING DATE\*\*\*] ("Term"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

#### 3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 <u>Schedule of Services</u>. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All Services performed by Consultant shall be subject to the approval of City.
- 3.2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

  [\*\*\*INSERT NAMES\*\*\*]
- 3.2.5 <u>City's Representative</u>. The City hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.6 <u>Consultant's Representative</u>. Consultant hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using

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his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 3.2.7 <u>Coordination of Services</u>. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 <u>Laws and Regulations; Employee/Labor Certifications</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 <u>Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants</u>. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

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- 3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.
- 3.2.9.4 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 3.2.9.5 <u>Equal Opportunity Employment</u>. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 3.2.9.6 <u>Air Quality</u>. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

#### 3.2.10 Insurance.

- 3.2.10.1 <u>Time for Compliance</u>. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.
- 3.2.10.2 <u>Minimum Requirements</u>. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- (A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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(B) <u>Minimum Limits of Insurance</u>. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 minimum per claim or occurrence or \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

3.2.10.4 <u>Insurance Endorsements</u>. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) <u>Waiver of Subrogation – Workers' Compensation and Employer's</u> <u>Liability Coverage</u>. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) <u>All Coverages</u>. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

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- (A) <u>Waiver of Subrogation All Other Policies</u>. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.
- (B) <u>Notice</u>. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.
- 3.2.10.6 <u>Claims Made Policies</u>. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.
- 3.2.10.7 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.
- 3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria: (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.
- 3.2.10.9 <u>Verification of Coverage</u>. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.2.10.10 <u>Reporting of Claims</u>. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- 3.2.10.11 <u>Sub-Consultants</u>. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.
- 3.2.10.12 <u>Special Risk or Circumstances.</u> The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other

quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

- 3.2.11 <u>Safety</u>. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.
- 3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### 3.3 Fees and Payments.

- 3.3.1 <u>Rates & Total Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) ("Total Compensation"), without written approval of City's [\*\*\*INSERT TITLE\*\*\*]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 <u>Payment of Compensation</u>. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.
- 3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.
- Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or

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type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at <a href="https://www.dir.ca.gov/dlsr/">www.dir.ca.gov/dlsr/</a>. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's <a href="https://www.dir.ca.gov/dlsr/">www.dir.ca.gov/dlsr/</a>. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### 3.4 Termination of Agreement.

- 3.4.1 <u>Grounds for Termination</u>. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.
- 3.4.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.4.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## 3.5 Ownership of Materials and Confidentiality.

- Documents & Data; Licensing of Intellectual Property. This Agreement creates a 3.5.1 non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.
- 3.5.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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- 3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.
- 3.5.4 <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.
- 3.5.5 <u>Confidentiality.</u> All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

#### 3.6 General Provisions.

3.6.1 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

#### **Consultant:**

[\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*]

City:

City of Corona 400 South Vicentia Avenue Corona, CA 92882

Attn: [\*\*\*INSERT NAME & DEPARTMENT\*\*\*]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 <u>Indemnification</u>. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its

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officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

- 3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.
  - 3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.6.5 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.
- 3.6.6 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.
- 3.6.6.1 <u>Subconsultants</u>; <u>Assignment or Transfer</u>. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.
- 3.6.6.2 <u>Corona Utility Authority</u>. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.
- 3.6.7 <u>Construction; References; Captions.</u> Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 3.6.8 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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- 3.6.9 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.6.10 <u>No Third Party Beneficiaries</u>. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.6.11 <u>Invalidity; Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.6.13 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.6.14 <u>Attorney's Fees</u>. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 3.6.15 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.6.16 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.6.17 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

#### [SIGNATURES ON NEXT 2 PAGES]

#### CITY'S SIGNATURE PAGE FOR

## CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT

WITH [\*\*\*INSERT NAME\*\*\*]
([\*\*\*INSERT TYPE OF SERVICES\*\*\*] - [\*\*\*INSERT PROJECT NAME\*\*\*])

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY (	OF CORONA	
By:	[***INSERT NAME***] [***INSERT TITLE***]	
Attest:	[***INSERT NAME***] City Clerk	
4		

#### CONSULTANT'S SIGNATURE PAGE FOR

## CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT

WITH [\*\*\*INSERT NAME\*\*\*]

([\*\*\*INSERT TYPE OF SERVICES\*\*\*] - [\*\*\*INSERT PROJECT NAME\*\*\*])

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[ <mark>***][</mark> a <mark>[***</mark>	NSERT NAME OF CONSULT INSERT TYPE OF LEGAL EN	[ANT***] TITY***]	4	
Ву:	[***INSERT NAME***] [***INSERT TITLE***]	_		
Ву:	[***INSERT NAME***] [***INSERT TITLE***]	_		
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# EXHIBIT "A" SCOPE OF SERVICES



# EXHIBIT "B" SCHEDULE OF SERVICES



# EXHIBIT "C" COMPENSATION

[\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\*]